

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF PUERTO RICO

IN RE:

ENRIQUE RODRÍGUEZ NARVÁEZ  
MYRNA I. RIVERA ORTIZ

DEBTORS

CASE NO. 18-02044-EAG

CHAPTER 11

**MOTION TO MAKE SALE FREE AND CLEAR OF ALL LIENS**

**TO THE HONORABLE COURT:**

**COMES NOW** Debtors through the undersigned attorney and respectfully request and pray for the following:

1. On April 16, 2018, Debtors, Enrique Rodríguez Narváez & Myrna I. Rivera Ortiz, filed a voluntary petition for relief pursuant chapter 11 of the Bankruptcy Code. This case has a confirmed plan which contemplate the payments of the creditors by the sale or development of the property.

2. Between Debtors property, Debtors have one property located at Palm Coast, Florida. The description of the property is the following:

**Legal Description:** Palm Coast Section 30 Block 00079 Lot 0016 Subdivision Completion Year 1980 OR 318 PG

Property Identification #07-11-31-7030-00790-0160.

3. The describe property has a lien with Nationstar Mortgage.

4. In this case, Debtors requested an appraisal of the property in which the estimated market value the total amount of 222,000.00. See, Exhibit A for the appraisal for the property.

5. Debtors have a Sale Listing Agreement with G2G Real Estate LLC / Sandra G Cuevas "Broker". In which, the sale price of the property is \$259,900.00. See, Exhibit B for the

Agreement.

6. Debtors received a purchase offer from Mr. James Tierney, which has no relationship with Debtors, to buy this property in the sum of \$275,000.00 free and clear from any liens. Enclosed as Exhibit C is the letter of the offer. This offer is higher of the listing price of sale; and, which offer is accepted by Debtors.

7. Debtors with the sale will paid the closing cost in the amount of \$8,000.00. As Exhibit C attached demonstrated. The amount received after deductions from the sale will be used to make payments as per the Chapter 11 Plan

8. As per Flagler County Tax's certification attached herein the property owed the amount of \$2,824.89, attached as Exhibit D. At the moment of closing, Debtors will deliver a certification validating the amount and if there is any additional balance the same will be included and paid.

9. The proceeds of the sale, in the amount of \$275,000.00, from the residential property, will be used to pay the following:

1. Nationstar Mortgage Payoff in the amount of \$28,000.00 approximately
2. Estimated closing cost in the amount of \$8,000.00
3. Real Estate commission in the amount of \$22,000.00
4. Buyer's credit in the amount of \$10,000.00.
5. County Tax in the amount of \$ 2,824.89
6. Any amount remaining needed to complete the payment will be used to Debtors state account.
7. Debtors estimate that of the amount of \$207,000.00; they will receive the approximate net amount of \$204,175.11.

10. This sale will be made on September 17, 2021. Debtors need that the order approving this motion is enter within a period of fourteen (14) days.

11. Debtor requests that the present motion announcing the sale of the property be approved. This sale is made for the benefit of creditor and the buyers have this fund to make this sale.

12. In accordance to section 363(c)(2)(B) of the Bankruptcy code Debtor request the approval of this sale and an order to cancel debt and all liens to delated to this property with any provision that in accordance to law this Honorable Court deems just and proper.

**WHEREFORE**, Debtor requests that the present motion announcing the sale of the property described above be granted, along with any other procedure that this Honorable Court deems just and proper.

**I HEREBY CERTIFY** that on this same date a copy of this motion has been electronically filed with the Clerk of the Court using the CM/ECF System which will send notification of such filing to the participants: U.S. Trustee an all other parties in interest as per the Master Address List.

**NOTICE**

Within fourteen days (14) days after service as evidenced by the certification, and an additional three (3) days pursuant to Fed. R. Bank. P. 9006(f) if you were served by mail, any party against whom this motion has been served, or any other party to the action who objects to the relief sought herein, shall serve and file an objection or other appropriate response to this paper with the Clerk's office of the U.S. Bankruptcy Court for the District of Puerto Rico. If no objection or other response is filed within the time allowed herein, the paper will be deemed unopposed and may be granted unless: (i) the requested relief is forbidden by law; (ii) the requested relief is against public policy; or (iii) in the opinion of the Court, the interest of justice requires otherwise.

In Caguas, Puerto Rico, this August 17, 2021

**VICTOR GRATACÓS DÍAZ LAW OFFICE**  
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/s Victor Gratacós Díaz  
Victor Gratacós Díaz, Esq.  
USDC-PR: 127906



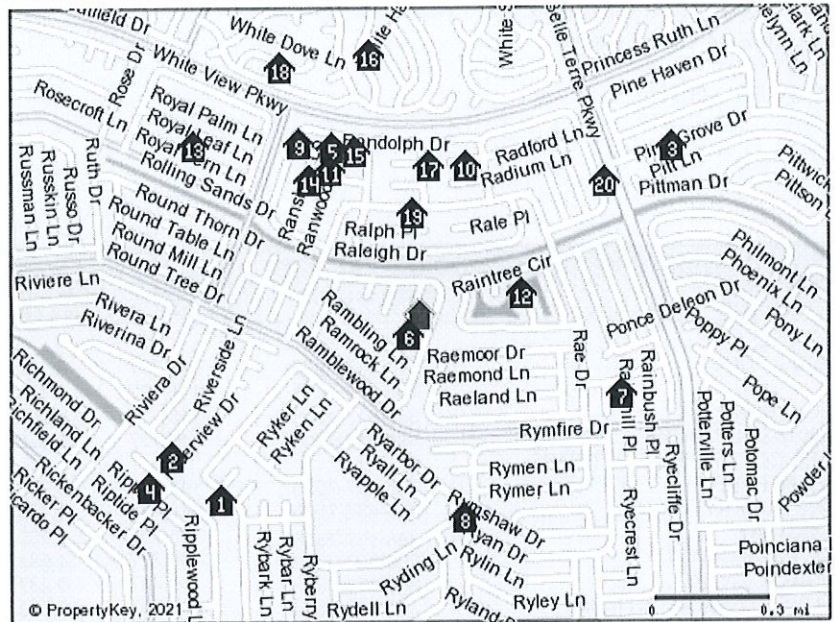
Exhibit A



StellarMLS - IMAPP Comparable Properties Report - 9 RAMSHORN PL, PALM COAST, FL 32164-6869

### Subject Property

**PID #** 07-11-31-7030-00790-0160  
**Address:**  
 9 RAMSHORN PL  
 PALM COAST, FL 32164-6869  
**Last Sale Price:** \$50,300  
**Last Sale Date:** 01/07/2004  
**Market Value:** \$148,737  
**Assessed Value:** \$148,737  
**Total Land Area:** 10,018 sf  
**Waterfront:** No  
**Total Area:** 2,182 sf  
**Living Area:** 1,920 sf  
**Bedrooms:** 0 **Bathrooms:** 2  
**Year Built:** 2004 **Stories:** 1  
**Pool:** No **Garage:** Yes



### Projected Sale Price

Estimated Range Based On Value Ratio  
 \$30,300 — **\$212,000** — \$288,300  
 Estimated Range Based On Price per SF  
 \$32,400 — **\$222,800** — \$301,700

### Statistics About Comparable Properties

	Sale Price	Living Area	Market Value	\$/SF	MV Ratio
<b>High:</b>	\$293,000	1,852 sf	\$189,618	\$177.04	1.938
<b>Low:</b>	\$35,000	1,535 sf	\$123,826	\$19.01	0.203
<b>Median:</b>	\$229,500	1,680 sf	\$153,317	\$138.94	1.502
<b>Average:</b>	\$221,115	1,706 sf	\$157,249	\$130.77	1.426

### Comparable Properties

1. 95 RYBERRY DR PALM COAST, FL 32164-6438 Last Sale: \$269,000 on 06/04/2021 (\$168.13/SF) MVR: 1.559 Market Value: \$172,568	Parcel ID # 07-11-31-7029-00430-0090 Bedrooms: 0 Baths: 2 Distance: 0.7 miles	Lot Size: 10,018 sf Total Area: 2,347 sf Living Area: 1,939 sf Year Built: 2003	Waterfront: No Garage: Yes Pool: No Stories: 0
2. 20 RIVERVIEW DR PALM COAST, FL 32164-6462 Last Sale: \$240,000 on 06/04/2021 (\$148.15/SF) MVR: 1.938 Market Value: \$123,826	Parcel ID # 07-11-31-7031-00640-0150 Bedrooms: 0 Baths: 2 Distance: 0.73 miles	Lot Size: 10,541 sf Total Area: 2,422 sf Living Area: 1,946 sf Year Built: 1992	Waterfront: No Garage: Yes Pool: No Stories: 0
3. 18 PINE GROVE DR PALM COAST, FL 32164-7095 Last Sale: \$244,900 on 06/04/2021 (\$150.80/SF) MVR: 1.657 Market Value: \$147,778	Parcel ID # 07-11-31-7026-00750-0360 Bedrooms: 0 Baths: 2 Distance: 0.79 miles	Lot Size: 10,018 sf Total Area: 2,452 sf Living Area: 1,893 sf Year Built: 2002	Waterfront: No Garage: Yes Pool: No Stories: 0
4. 4 RIPPLE PL PALM COAST, FL 32164-6514 Last Sale: \$293,000 on 06/01/2021 (\$177.04/SF) MVR: 1.734 Market Value: \$168,949	Parcel ID # 07-11-31-7031-00220-0080 Bedrooms: 0 Baths: 2 Distance: 0.83 miles	Lot Size: 10,018 sf Total Area: 2,300 sf Living Area: 1,931 sf Year Built: 2003	Waterfront: No Garage: Yes Pool: No Stories: 0
5. 31 RANSHIRE LN PALM COAST, FL 32164-6805 Last Sale: \$200,000 on 06/01/2021 (\$107.99/SF) MVR: 1.305 Market Value: \$153,271	Parcel ID # 07-11-31-7030-00560-0180 Bedrooms: 0 Baths: 2 Distance: 0.48 miles	Lot Size: 10,105 sf Total Area: 2,396 sf Living Area: 2,070 sf Year Built: 2003	Waterfront: No Garage: Yes Pool: No Stories: 0
6. 17 RAMSHORN PL	Parcel ID #	Lot Size: 10,454 sf	Waterfront: No



PALM COAST, FL 32164-6869		07-11-31-7030-00790-0200	Total Area:	2,120 sf	Garage:	Yes
Last Sale: \$265,000 on 05/17/2021 (\$160.12/SF)		Bedrooms: 0	Baths: 2	Living Area:	1,655 sf	Pool: No
MVR: 1.878 Market Value: \$141,129		Distance:	0.06 miles	Year Built:	2000	Stories: 0
7. 4 RAINMILL PL	Parcel ID #	Lot Size:	10,628 sf	Waterfront:	No	
PALM COAST, FL 32164-6852	07-11-31-7030-00150-0080	Total Area:	2,512 sf	Garage:	Yes	
Last Sale: \$92,600 on 05/13/2021 (\$51.96/SF)	Bedrooms: 0	Baths: 2	Living Area:	2,031 sf	Pool: No	
MVR: 0.567 Market Value: \$163,346	Distance:	0.57 miles	Year Built:	2006	Stories: 1	
8. 86 RYAN DR	Parcel ID #	Lot Size:	11,586 sf	Waterfront:	No	
PALM COAST, FL 32164-6477	07-11-31-7029-00640-0020	Total Area:	2,626 sf	Garage:	Yes	
Last Sale: \$285,000 on 05/11/2021 (\$162.12/SF)	Bedrooms: 0	Baths: 2	Living Area:	2,096 sf	Pool: No	
MVR: 1.912 Market Value: \$149,082	Distance:	0.54 miles	Year Built:	2003	Stories: 0	
9. 48 RANDOLPH DR	Parcel ID #	Lot Size:	10,018 sf	Waterfront:	No	
PALM COAST, FL 32164-6822	07-11-31-7030-00560-0350	Total Area:	2,524 sf	Garage:	Yes	
Last Sale: \$230,000 on 05/10/2021 (\$124.59/SF)	Bedrooms: 0	Baths: 2	Living Area:	2,140 sf	Pool: No	
MVR: 1.407 Market Value: \$163,462	Distance:	0.53 miles	Year Built:	2005	Stories: 0	
10. 7 RADIUS PL	Parcel ID #	Lot Size:	10,105 sf	Waterfront:	No	
PALM COAST, FL 32164-5015	07-11-31-7030-00380-0100	Total Area:	1,967 sf	Garage:	Yes	
Last Sale: \$216,000 on 04/30/2021 (\$140.72/SF)	Bedrooms: 0	Baths: 2	Living Area:	1,770 sf	Pool: No	
MVR: 1.571 Market Value: \$137,513	Distance:	0.4 miles	Year Built:	2002	Stories: 0	
11. 23 RANWOOD LN	Parcel ID #	Lot Size:	12,545 sf	Waterfront:	No	
PALM COAST, FL 32164-6802	07-11-31-7030-00550-0120	Total Area:	2,702 sf	Garage:	Yes	
Last Sale: \$35,000 on 04/30/2021 (\$19.01/SF)	Bedrooms: 0	Baths: 2	Living Area:	2,204 sf	Pool: No	
MVR: 0.203 Market Value: \$172,015	Distance:	0.43 miles	Year Built:	2006	Stories: 1	
12. 17 ROYALE LN	Parcel ID #	Lot Size:	8,755 sf	Waterfront:	No	
PALM COAST, FL 32164-8825	07-11-31-5315-00000-0450	Total Area:	2,508 sf	Garage:	Yes	
Last Sale: \$229,000 on 04/18/2021 (\$129.67/SF)	Bedrooms: 0	Baths: 3	Living Area:	2,087 sf	Pool: No	
MVR: 1.254 Market Value: \$182,615	Distance:	0.27 miles	Year Built:	2005	Stories: 1	
13. 21 ROYAL TERN LN	Parcel ID #	Lot Size:	10,018 sf	Waterfront:	No	
PALM COAST, FL 32164-6903	07-11-31-7032-00210-0110	Total Area:	2,728 sf	Garage:	Yes	
Last Sale: \$220,000 on 04/06/2021 (\$134.15/SF)	Bedrooms: 0	Baths: 2	Living Area:	2,133 sf	Pool: No	
MVR: 1.446 Market Value: \$152,186	Distance:	0.72 miles	Year Built:	1992	Stories: 0	
14. 18 RANSHIRE LN	Parcel ID #	Lot Size:	10,018 sf	Waterfront:	No	
PALM COAST, FL 32164-6805	07-11-31-7030-00550-0290	Total Area:	2,118 sf	Garage:	Yes	
Last Sale: \$245,000 on 03/29/2021 (\$148.39/SF)	Bedrooms: 0	Baths: 2	Living Area:	1,872 sf	Pool: No	
MVR: 1.618 Market Value: \$151,410	Distance:	0.44 miles	Year Built:	2005	Stories: 1	
15. 39 RANSHIRE LN	Parcel ID #	Lot Size:	10,105 sf	Waterfront:	No	
PALM COAST, FL 32164-6805	07-11-31-7030-00560-0220	Total Area:	2,120 sf	Garage:	Yes	
Last Sale: \$227,000 on 03/19/2021 (\$137.16/SF)	Bedrooms: 0	Baths: 2	Living Area:	1,874 sf	Pool: No	
MVR: 1.591 Market Value: \$142,653	Distance:	0.45 miles	Year Built:	2003	Stories: 0	
16. 17 WHITE HURST LN	Parcel ID #	Lot Size:	10,000 sf	Waterfront:	No	
PALM COAST, FL 32164-3926	07-11-31-7023-00390-0150	Total Area:	2,439 sf	Garage:	Yes	
Last Sale: \$249,900 on 03/12/2021 (\$145.38/SF)	Bedrooms: 0	Baths: 2	Living Area:	2,044 sf	Pool: No	
MVR: 1.629 Market Value: \$153,363	Distance:	0.67 miles	Year Built:	2003	Stories: 0	
17. 105 RANDOLPH DR	Parcel ID #	Lot Size:	10,018 sf	Waterfront:	No	
PALM COAST, FL 32164-6816	07-11-31-7030-00420-0010	Total Area:	2,527 sf	Garage:	Yes	
Last Sale: \$198,000 on 02/16/2021 (\$107.20/SF)	Bedrooms: 0	Baths: 2	Living Area:	2,141 sf	Pool: No	
MVR: 1.250 Market Value: \$158,437	Distance:	0.38 miles	Year Built:	2004	Stories: 1	
18. 39 WHITE DOVE LN	Parcel ID #	Lot Size:	10,000 sf	Waterfront:	No	
PALM COAST, FL 32164-7248	07-11-31-7023-00500-0110	Total Area:	2,670 sf	Garage:	Yes	
Last Sale: \$270,000 on 02/01/2021 (\$157.07/SF)	Bedrooms: 0	Baths: 2	Living Area:	2,065 sf	Pool: Yes	
MVR: 1.424 Market Value: \$189,618	Distance:	0.72 miles	Year Built:	2005	Stories: 1	
19. 62 RAE DR	Parcel ID #	Lot Size:	10,105 sf	Waterfront:	No	
PALM COAST, FL 32164-6893	07-11-31-7030-00490-0040	Total Area:	2,293 sf	Garage:	Yes	
Last Sale: \$197,900 on 01/21/2021 (\$119.65/SF)	Bedrooms: 0	Baths: 2	Living Area:	1,933 sf	Pool: No	

MVR:	1.294	Market Value:	\$152,985	Distance:	0.26 miles	Year Built:	2005	Stories:	0
20.	73 RADCLIFFE DR			Parcel ID #		Lot Size:	10,018 sf	Waterfront:	No
	PALM COAST, FL 32164-5008			07-11-31-7030-00320-0280		Total Area:	2,357 sf	Garage:	Yes
	Last Sale: \$215,000 on 01/14/2021 (\$126.10/SF)			Bedrooms: 0	Baths: 2	Living Area:	2,028 sf	Pool:	No
MVR:	1.274	Market Value:	\$168,785	Distance:	0.59 miles	Year Built:	2004	Stories:	1

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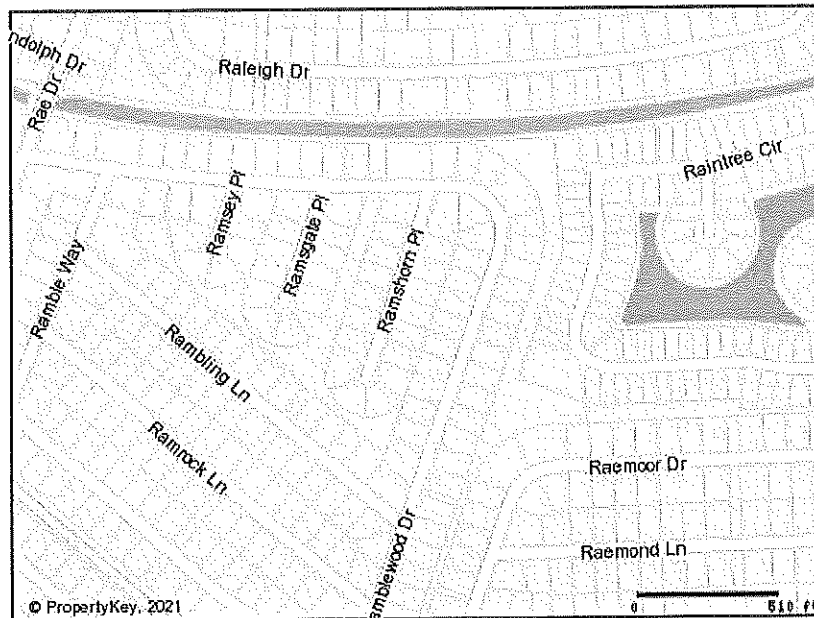
**StellarMLS - IMAPP**

**Flagler County Tax Report - 9 RAMSHORN PL, PALM COAST, FL 32164-6869**

**Report Prepared By SANDRA G. CUEVAS**

**PROPERTY INFORMATION**

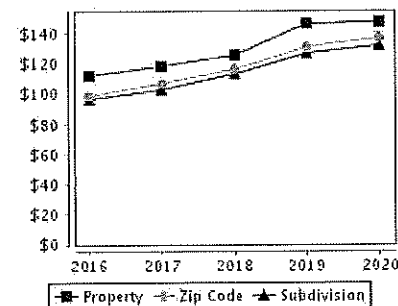
**PID #** 07-11-31-7030-00790-0160  
**Property Type:** Residential  
**Property Address:**  
 9 RAMSHORN PL  
 PALM COAST, FL 32164-6869  
**Current Owner:**  
 ENRIQUE RODRIGUEZ NARVAEZ  
**Tax Mailing Address:**  
 MYRNA I RIVERA ORTIZ H&W PO BOX  
 912  
 GUAYAMA, PR 00785  
**County Use Code:** 01 / SINGLE FAM  
**Total Land Area:**  
 0.23 acres / 10,018 sf  
**Land Areas:**  
 1. RESIDENTIAL - SINGLE FAMILY (01)  
**Waterfront:** No  
**Subdivision:**  
 PALM COAST SEC 30  
**Census Tract/Block:** 060214 / 2017  
**Twn:** 11 / **Rng:** 31 / **Sec:** 07  
**Block:** 00790 / **Lot:** 0160  
**Neighborhood Code:** 000258.00  
**Latitude:** 29.509799  
**Longitude:** -81.231504  
**Legal Description:**  
 PALM COAST SECTION 30 BLOCK 00079  
 LOT 0016 SUBDIVISION COMPLETION  
 YEAR 1980 OR 318 PG



Active Sold Pending Withdrawn Expired

**VALUE INFORMATION**

	2016	2017	2018	2019	2020
<b>Improved Value:</b>	\$103,143	\$109,474	\$115,160	\$132,737	\$132,737
<b>Extra Features:</b>	\$948	\$1,108	\$1,078	\$1,572	\$1,572
<b>Ag Value:</b>					
<b>Land Value:</b>	\$9,000	\$9,500	\$11,500	\$14,500	\$16,000
<b>Just Market Value:</b>	\$112,143	\$118,974	\$126,660	\$147,237	\$148,737
<b>Percent Change:</b>	- n/a -	6.09%	6.46%	16.25%	1.02%
<b>Total Assessed Value:</b>	\$112,143	\$118,974	\$126,660	\$139,326	\$148,737
<b>Homestead Exemption:</b>	No	No	No	No	No
<b>Total Exemptions:</b>	\$0	\$0	\$0	\$0	\$0
<b>Taxable Value:</b>	\$112,143	\$118,974	\$126,660	\$139,326	\$148,737
<b>Total Tax Amount:</b>	\$2,286.00	\$2,425.77	\$2,580.51	\$2,836.26	\$2,942.59



**SALES INFORMATION**

<b>Deed Type:</b> WARRANTY DEED	<b>Price:</b> \$50,300	<b>Qualifiers:</b> U1, I
<b>Sale Date:</b>	<b>Recorded Date:</b> 01/07/2004	<b>Document #</b> Bk 1028/Pg 1292
<b>Grantor:</b> RODRIGUEZ ENRIQUE	<b>Grantee:</b> NARVAEZ ENRIQUE RODRIGUEZ	
<b>Mortgage Amount:</b> \$52,100	<b>Instrument Date:</b> 10/04/2013	<b>Document #</b> 2013036435
<b>Lender:</b> ONEWEST BANK FS	<b>Borrower:</b> NARVAEZ ENRIQUE RODRIGUEZ	
<b>Mortgage Amount:</b> \$100,500	<b>Recording Date:</b> 01/07/2004	<b>Document #</b> Bk 1028/Pg 1292
<b>Lender:</b> CTX NTG CO L L C	<b>Borrower:</b> NARVAEZ ENRIQUE RODRIGUEZ	

**Vacant/Improved Codes:** V=Vacant, I=Improved

**Sale Qualifiers:** Q=Qualified, U=Unqualified, O=Other (see note), M=Multiple, P=Partial

<sup>1</sup> UNQUALIFIED - NOT ARMS LENGTH TRANSACTION

BUILDING INFORMATION						
1. SINGLE FAM	Living Area:	1,920 sf	Built:	2004 act / 2004 eff	A/C Type:	WINDOW UNIT
Beds: Baths: 2.0	Total Area:	2,182 sf	Stories:	1.0	Heat Type:	FORCED AIR - NOT DUCTED
Roof Type:	SHED	Roof Cover:	ROLLED COMPOSITION		Heat Fuel:	
Int Wall:	DRYWALL	Ext Wall:	PREFAB WOOD PANEL		Flooring:	PARQUET
Building Subareas:			BAS - BASE AREA (1,704 sf)			
FGR - F GARAGE (413 sf)			FOP - F OPN PORCH (16 sf)			
PTO - PATIO (49 sf)						

OTHER IMPROVEMENT INFORMATION					
Code	Description	Year Built	Dimensions	Units	
001663	CONCRETE D	2004	0 x 0	400	
001666	CONCRETE W	2004	0 x 0	99	
Covered Parking:	Yes	Details:	F GARAGE - 413 sf	Pool:	No

PERMITS			
Permit Description	Permit Number	Issue Date	Completion Date
NEW/RES	PC-0007150402-	02/04/2004	

SCHOOL DISTRICTS				
School Name	Grades	Enrollment	School Rating	Distance
<b>Rymfire Elementary School</b>	PK-06	1,066	B (2019/2020)	1.4 mile
☑ Above Average Teachers    ☑ Above Average Standardized Testing Scores				
<b>Buddy Taylor Middle School</b>	06-08	907	C (2019/2020)	1.5 mile
Large Class Sizes				
<b>Flagler-Palm Coast High School</b>	09-12	2,601	B (2019/2020)	2.6 miles
Large Class Sizes				
<b>Source:</b> National Center for Education Statistics, 2018-2019; Florida Dept of Education, 2019-2020				

FLOOD ZONE DETAILS			
Zone	Description	Panel #	Publication Date
X	Area that is determined to be outside the 1% and 0.2% chance floodplains.	12035C0138E	06/06/2018
<b>Source:</b> FEMA National Flood Hazard Layer (NFHL), updated 08/31/2018			



# Cornerstone Collection



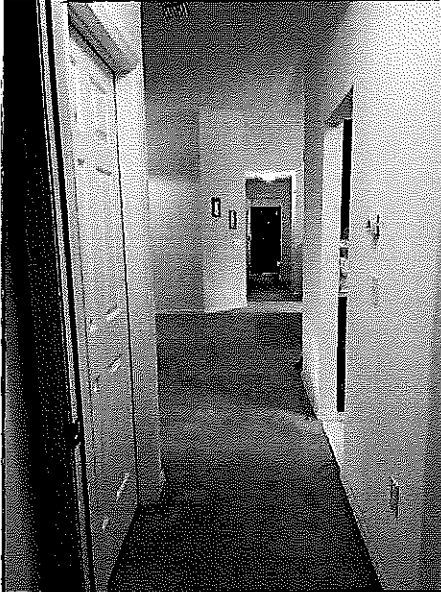
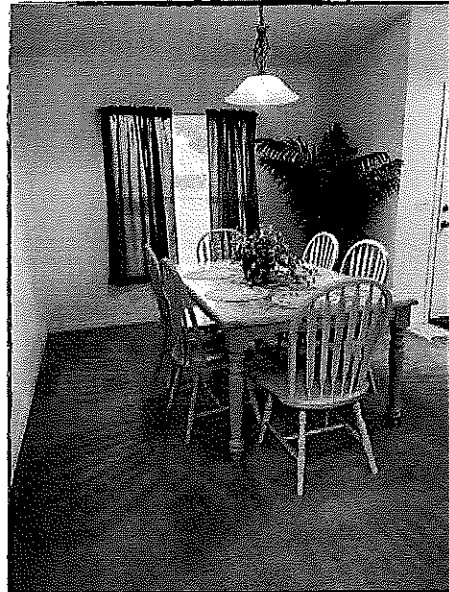
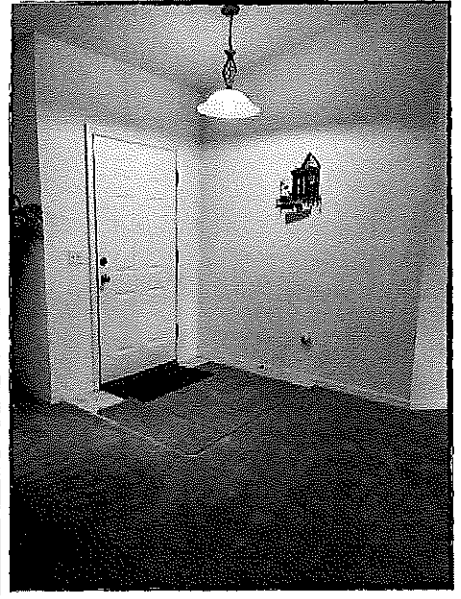
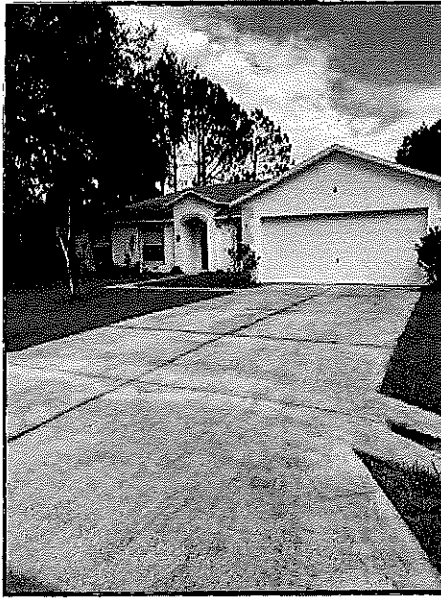
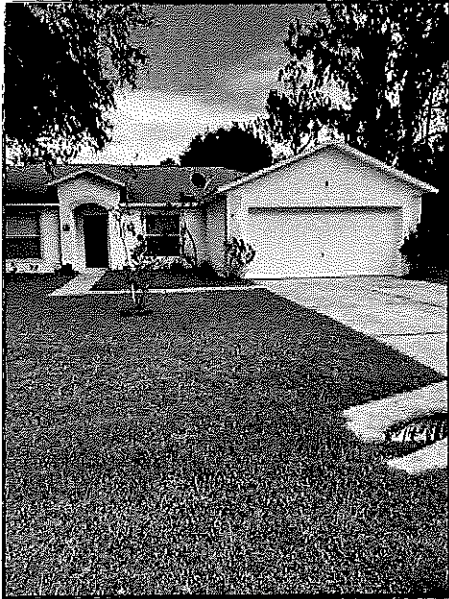
*RAMSHORN PLACE #9*

First Floor	1721 S.F.
Garage	415 S.F.
Entry	16 S.F.

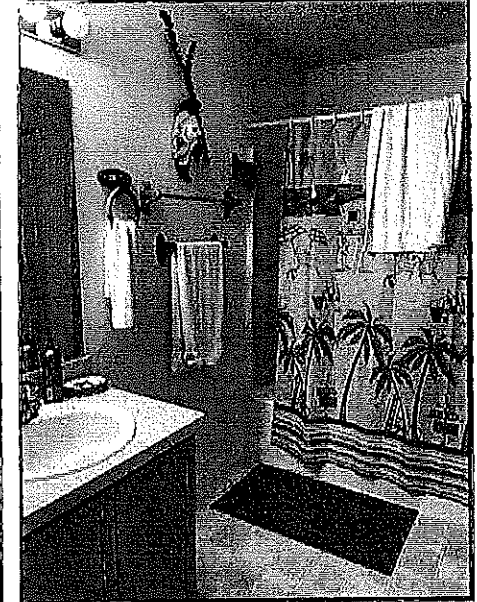
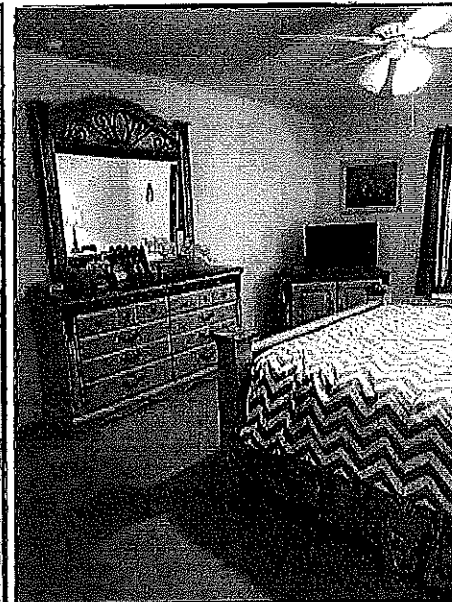
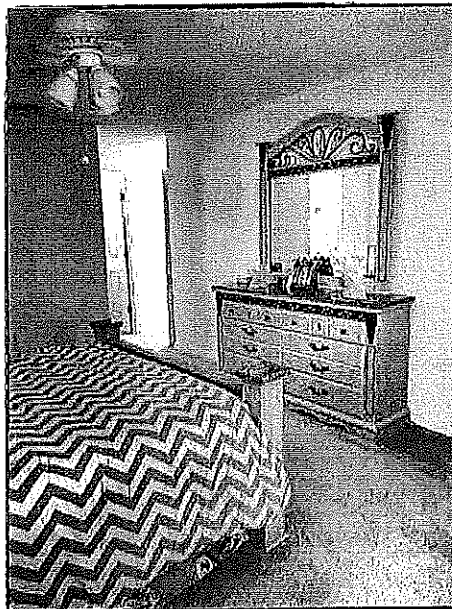
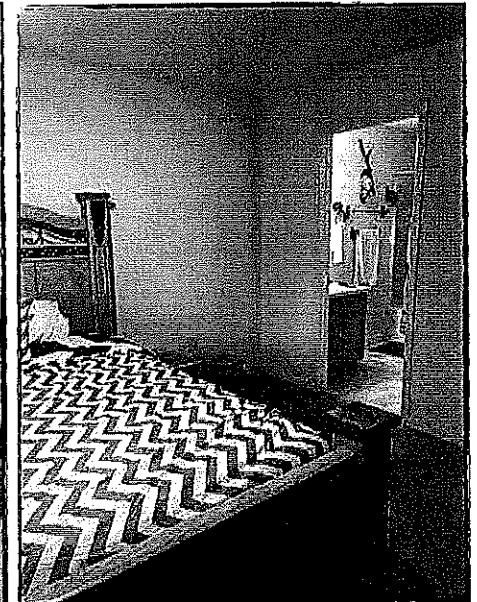
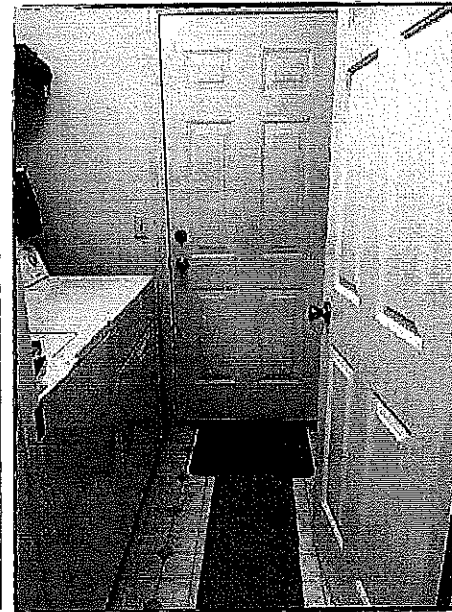
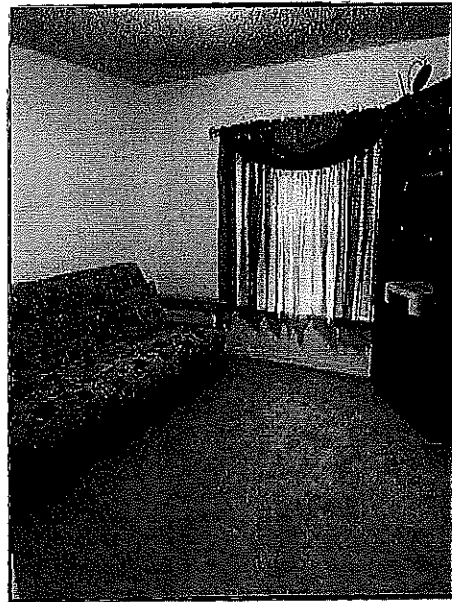
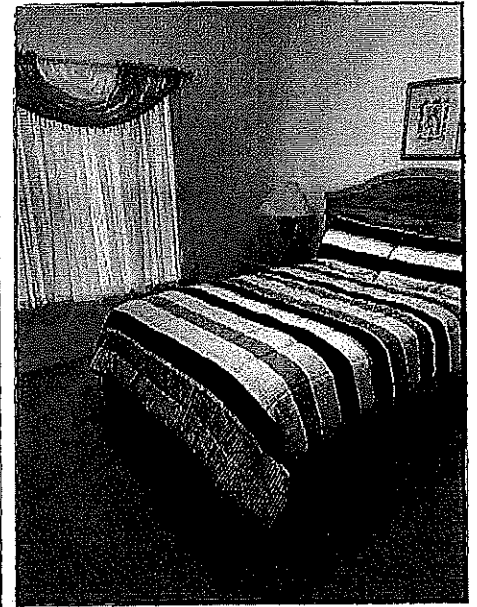
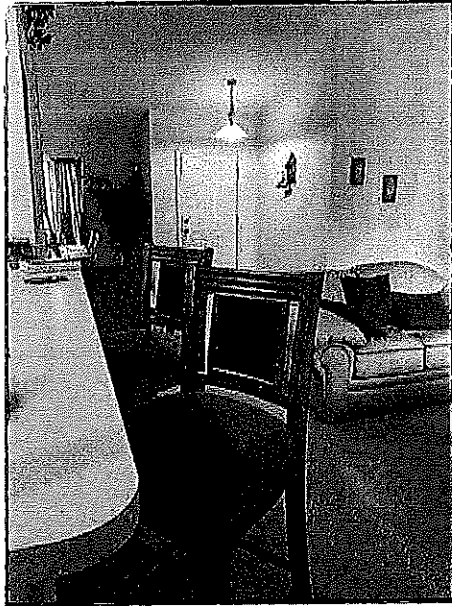
Total Area: 2152 S.F.



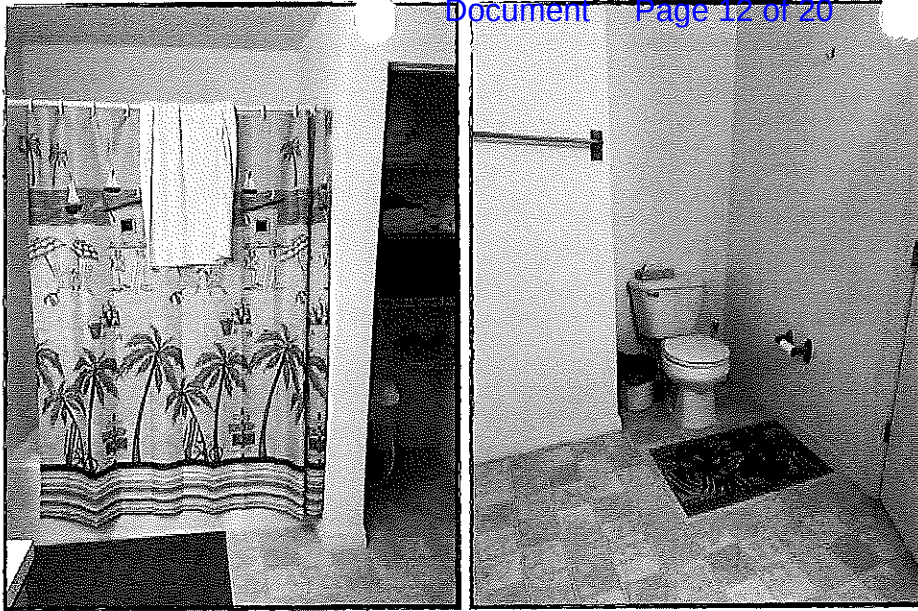








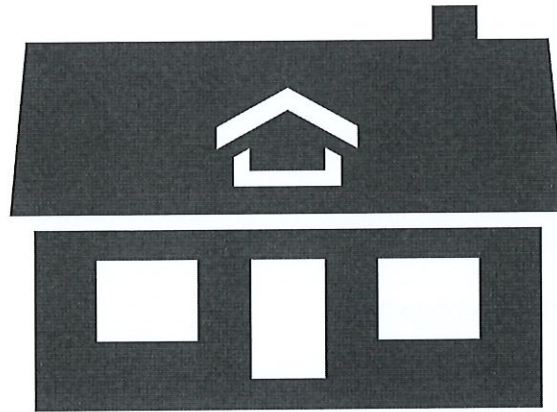






*Exhibit B*

## LISTING AGREEMENT



*MR. ENRIQUE RODRÍGUEZ NARVAEZ*

**PROPERTY ADDRESS:**

**9 RAMSHORN PLACE  
PALM COAST, FL 32164**

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## Exclusive Right of Sale Listing Agreement



1 This Exclusive Right of Sale Listing Agreement ("Agreement") is between  
 2 ★ ENRIQUE RODRIGUEZ NARVAEZ ("Seller")  
 3 ★ and G2G REAL ESTATE LLC/SANDRA G. CUEVAS ("Broker").

4 **1. Authority to Sell Property:** Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal  
 5 property (collectively "Property") described below, at the price and terms described below, beginning  
 6 ★ 6/24/2021 and terminating at 11:59 p.m. on 9/30/2021 ("Termination Date"). Upon  
 7 full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will  
 8 automatically extend through the date of the actual closing of the sales contract. Seller and Broker acknowledge  
 9 that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race,  
 10 color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local  
 11 law. Seller certifies and represents that she/he/it is legally entitled to convey the Property and all improvements.

12 **2. Description of Property:**  
 13 ★ (a) **Street Address:** 9 Ramshorn Pl  
 14 Palm Coast FL 32164-6869  
 15 ★ Legal Description: PALM COAST SECTION 30 BLOCK 00079 LOT 0016 SUBDIVISION COMPLETION YEAR 1980 OR 318 PG 563 OR 1028 PG  
 16 ★ 1292 ☐ See Attachment

17 ★ (b) **Personal Property, including appliances:** \_\_\_\_\_  
 18 ★ ☐ See Attachment

19 (c) **Occupancy:**  
 20 ★ Property ☐ is ☒ is not currently occupied by a tenant. If occupied, the lease term expires \_\_\_\_\_.

21 **3. Price and Terms:** The property is offered for sale on the following terms or on other terms acceptable to Seller:

22 ★ (a) **Price:** \$ 259,900.00

23 ★ (b) **Financing Terms:** ☒ Cash ☒ Conventional ☒ VA ☒ FHA ☐ Other (specify) \_\_\_\_\_  
 24 ★ ☐ **Seller Financing:** Seller will hold a purchase money mortgage in the amount of \$ \_\_\_\_\_  
 25 ★ with the following terms: \_\_\_\_\_

26 ★ ☐ **Assumption of Existing Mortgage:** Buyer may assume existing mortgage for \$ \_\_\_\_\_ plus  
 27 ★ an assumption fee of \$ \_\_\_\_\_. The mortgage is for a term of \_\_\_\_\_ years beginning in  
 28 ★ \_\_\_\_\_, at an interest rate of \_\_\_\_\_% ☐ fixed ☐ variable (describe) \_\_\_\_\_.

29 ★ Lender approval of assumption ☐ is required ☐ is not required ☐ unknown. **Notice to Seller: (1)** You may  
 30 remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your  
 31 lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required  
 32 escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing.  
 33 (2) Extensive regulations affect Seller financed transactions. It is beyond the scope of a real estate licensee's  
 34 authority to determine whether the terms of your Seller financing agreement comply with all applicable laws or  
 35 whether you must be registered and/or licensed as a loan originator before offering Seller financing. You are  
 36 advised to consult with a legal or mortgage professional to make this determination.

37 ★ (c) **Seller Expenses:** Seller will pay mortgage discount or other closing costs not to exceed 0 % of the  
 38 purchase price and any other expenses Seller agrees to pay in connection with a transaction.

39 **4. Broker Obligations:** Broker agrees to make diligent and continued efforts to sell the Property in accordance with  
 40 this Agreement until a sales contract is pending on the Property.

41 **5. Multiple Listing Service:** Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller  
 42 because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is  
 43 obligated to enter the Property into the MLS within one (1) business day of marketing the Property to the public  
 44 (see Paragraph 6(a)) or as necessary to comply with local MLS rule(s). This listing will be published accordingly in  
 45 the MLS unless Seller directs Broker otherwise in writing. (See paragraph 6(b)(i)). Seller authorizes Broker to  
 46 report to the MLS this listing information and price, terms, and financing information on any resulting sale for use  
 47 by authorized Board / Association members and MLS participants and subscribers unless Seller directs Broker  
 48 otherwise in writing.

Seller (\_\_\_\_\_) and Broker/Sales Associate (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 4.  
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6. **Broker Authority:** Seller authorizes **Broker** to:

(a) Market the Property to the Public (unless limited in Paragraph 6(b)(i) below):

(i) Public marketing includes, but is not limited to, flyers, yard signs, digital marketing on public facing websites, brokerage website displays (i.e. IDX or VOW), email blasts, multi-brokerage listing sharing networks and applications available to the general public.

(ii) **Public marketing also includes marketing the Property to real estate agents outside Broker's office.**

(iii) Place appropriate transaction signs on the Property, except if Paragraph 6(b)(i) is checked below.

(iv) Use **Seller's** name in connection with marketing or advertising the Property.

☒ Display the Property on the Internet except the street address.

(b) Not Publicly Market to the Public/Seller Opt-Out:

(i.) ☐ **Seller** does not authorize **Broker** to display the Property on the MLS.

(ii.) **Seller** understands and acknowledges that if **Seller** checks option 6(b)(i), a For Sale sign will not be placed upon the Property and

(iii.) **Seller** understands and acknowledges that if **Seller** checks option 6(b)(i), **Broker** will be limited to marketing the Property only to agents within **Broker's** office.

\_\_\_\_\_/\_\_\_\_\_  
Initials of Seller

(c) Obtain information relating to the present mortgage(s) on the Property.

(d) Provide objective comparative market analysis information to potential buyers.

(e) **(Check if applicable)** ☒ Use a lock box system to show and access the Property. A lock box does not ensure the Property's security. **Seller** is advised to secure or remove valuables. **Seller** agrees that the lock box is for **Seller's** benefit and releases **Broker**, persons working through **Broker**, and **Broker's** local Realtor Board / Association from all liability and responsibility in connection with any damage or loss that occurs.

☐ Withhold verbal offers. ☒ Withhold all offers once **Seller** accepts a sales contract for the Property.

(f) Act as a transaction broker.

(g) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These websites are referred to as Virtual Office Websites ("VOWs"). An automated estimate of market value or reviews and comments about a property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a VOW may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or comments and reviews about this Property.

☐ **Seller** does not authorize an automated estimate of the market value of the listing (or a hyperlink to such estimate) to be displayed in immediate conjunction with the listing of this Property.

☐ **Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

7. **Seller Obligations:** In consideration of **Broker's** obligations, **Seller** agrees to:

(a) Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to **Broker** all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.

(b) Recognize **Broker** may be subject to additional MLS obligations and potential penalties for failure to comply with them.

(c) Provide **Broker** with keys to the Property and make the Property available for **Broker** to show during reasonable times.

(d) Inform **Broker** before leasing, mortgaging, or otherwise encumbering the Property.

(e) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs, and expenses of any nature, including attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's** negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box; (3) the existence of undisclosed material facts about the Property; or (4) a court or arbitration decision that a broker who was not compensated in connection with a transaction is entitled to compensation from **Broker**. This clause will survive **Broker's** performance and the transfer of title.



(f) Perform any act reasonably necessary to comply with FIRPTA (Section 1445 of the Internal Revenue Code).

(g) Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such material facts (local government building code violations, unobservable defects, etc.) other than the following:

None known.

**Seller** will immediately inform **Broker** of any material facts that arise after signing this Agreement.

(h) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements, and other specialized advice.

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8. **Compensation:** Seller will compensate Broker as specified below for procuring a buyer who is ready, willing, and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other terms acceptable to Seller. Seller will pay Broker as follows (plus applicable sales tax):
- (a) 8 % of the total purchase price plus \$ \_\_\_\_\_ OR \$ \_\_\_\_\_, no later than the date of closing specified in the sales contract. However, closing is not a prerequisite for Broker's fee being earned.
- (b) \_\_\_\_\_ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is exercised, Seller will pay Broker the Paragraph 8(a) fee, less the amount Broker received under this subparagraph.
- (c) \_\_\_\_\_ (\$ or %) of gross lease value as a leasing fee, on the date Seller enters into a lease or agreement to lease, whichever is earlier. This fee is not due if the Property is or becomes the subject of a contract granting an exclusive right to lease the Property.
- (d) Broker's fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, regardless of whether the buyer is secured by Seller, Broker, or any other person. (2) If Seller refuses or fails to sign an offer at the price and terms stated in this Agreement, defaults on an executed sales contract, or agrees with a buyer to cancel an executed sales contract. (3) If, within 30 days after Termination Date ("Protection Period"), Seller transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom Seller, Broker, or any real estate licensee communicated regarding the Property before Termination Date. However, no fee will be due Broker if the Property is relisted after Termination Date and sold through another broker.
- (e) **Retained Deposits:** As consideration for Broker's services, Broker is entitled to receive \_\_\_\_\_ % (50% if left blank) of all deposits that Seller retains as liquidated damages for a buyer's default in a transaction, not to exceed the Paragraph 8(a) fee.
9. **Cooperation with and Compensation to Other Brokers: Notice to Seller:** The buyer's broker, even if compensated by Seller or Broker, may represent the interests of the buyer. Broker's office policy is to cooperate with all other brokers except when not in Seller's best interest and to offer compensation in the amount of ☒ 3 % of the purchase price or \$ \_\_\_\_\_ to a single agent for the buyer; ☒ \_\_\_\_\_ % of the purchase price or \$ \_\_\_\_\_ to a transaction broker for the buyer; and ☒ 3 % of the purchase price or \$ \_\_\_\_\_ to a broker who has no brokerage relationship with the buyer.
- ☐ None of the above. (If this is checked, the Property cannot be placed in the MLS.)
10. **Brokerage Relationship:** Broker will act as a transaction broker. Broker will deal honestly and fairly; will account for all funds; will use skill, care, and diligence in the transaction; will disclose all known facts that materially affect the value of the residential property which are not readily observable to the buyer; will present all offers and counteroffers in a timely manner unless directed otherwise in writing; and will have limited confidentiality with Seller unless waived in writing.
11. **Conditional Termination:** At Seller's request, Broker may agree to conditionally terminate this Agreement. If Broker agrees to conditional termination, Seller must sign a withdrawal agreement, reimburse Broker for all direct expenses incurred in marketing the Property, and pay a cancellation fee of \$ 500.00 plus applicable sales tax. Broker may void the conditional termination, and Seller will pay the fee stated in Paragraph 8(a) less the cancellation fee if Seller transfers or contracts to transfer the Property or any interest in the Property during the time period from the date of conditional termination to Termination Date and Protection Period, if applicable.
12. **Dispute Resolution:** This Agreement will be construed under Florida law. All controversies, claims, and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first attempting mediation under the rules of the American Mediation Association or other mediator agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows: **Arbitration:** By initialing in the space provided, Seller (ERN), Sales Associate ([initials]), and Broker ([initials]) agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will equally split the arbitrator's fees and administrative fees of arbitration.
13. **Miscellaneous:** This Agreement is binding on Seller's and Broker's heirs, personal representatives, administrators, successors, and assigns. Broker may assign this Agreement to another listing office. This

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Authentisign ID: 567DBBA6-B5C4-4186-A5E6-2803F3693C19

162 Agreement is the entire agreement between **Seller** and **Broker**. No prior or present agreements or representations  
163 will be binding on **Seller** or **Broker** unless included in this Agreement. Electronic signatures are acceptable and  
164 will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals.  
165 The term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees, and other categories  
166 of potential or actual transferees.

167\* **14. Additional Terms:**

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174

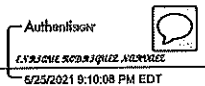
175

176

177

178

179

180\* **Seller's Signature:**  Authentisign  
6/25/2021 9:10:08 PM EDT Date: 06/25/2021

181\* Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

182\* Address: 9 Ramshorn Pl Palm Coast FL 32164-6869

183\* Email Address: ERNDEVELOPMENT@YAHOO.COM

184\* **Seller's Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

185\* Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

186\* Address: \_\_\_\_\_

187\* Email Address: \_\_\_\_\_



188\* **Authorized Sales Associate or Broker:**  Authentisign  
6/25/2021 5:02:47 PM EDT Date: 06/25/2021

189\* Brokerage Firm Name: G2G REAL ESTATE LLC/SANDRA G. CUEVAS Telephone: 407-314-9971

190\* Address: 736 W State Rd 434 Longwood FL 32750

191\* Copy returned to **Seller** on 06/25/2021 by ☒ email ☐ facsimile ☐ mail ☐ personal delivery.

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*Exhibit C*

## G2G Real Estate, LLC.

TO: Atty. Victor Gratacos

FROM: Sandra G. Cuevas  
Lic. Real Estate Broker

DATE: **August 16, 2021**

REF: **Sales and Purchase Contract - 9 Ramshorn Place, Palm Coast, FL 32164**

Hello Atty. Victor Gratacos, it is with great pleasure that I am writing to inform you that we have received a Sales and Purchase contract for the aforementioned property from Mr. James Tierney, buyer, which has no relationship to Mr. Enrique Rodriguez Narvaez.

The offer was accepted yesterday, 8/15/2021 and includes a closing date of September 17, 2021.

Please note that the roof must be completely replaced before closing on the property.

Following are the Sales and Purchase details:

Estimated Costs of the Sales:

Sales Price:	\$275,000.00
Mortgage Payoff:	(28,000.00)
Buyer's Credit:	(10,000.00)
Real Estate Commission:	(22,000.00)
Estimate Closing Costs:	(8,000.00)

**Estimated Net Proceeds: \$207,000.00**

Please let me know if you have any questions or need any additional information/documentation.

Regards!





**SUZANNE JO. JOHNSTON Flagler County Tax Collector**Notice of Ad Valorem Tax and Non-Ad Valorem Assessments  
2020 Paid Real Estate*Exhibit D*

TAX YEAR	ACCOUNT NUMBER	ALT KEY	MILLAGE CODE	ESCROW CODE
2020	0711317030007900160	35750	061	CL-0012322

NARVAEZ ENRIQUE RODRIGUEZ &  
MYRNA I RIVERA ORTIZ H&W  
PO BOX 912  
GUAYAMA, PR 00785

9 RAMSHORN PL  
PALM COAST, FL 32164

PALM COAST SECTION 30 BLOCK  
00079 LOT 0016 SUBDIVISION  
COMPLETION YEAR 1980 OR 318 PG  
563 OR 1028 PG 1292

Flagler County Suzanne Johnston  
Paid By NATIONSTAR MTG LLC DBA  
11/30/2020 \$2,824.89  
Receipt # EEX-20-00037170

**AD VALOREM TAXES**

TAXING AUTHORITY	TELEPHONE	ASSESSED VALUE	MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
FLAGLER COUNTY						
GENERAL FUND	386-313-4008	148,737	8.1297	0	148,737	1,209.19
ESL	386-313-4008	148,737	0.1250	0	148,737	18.59
2015 G O BONDS	386-313-4008	148,737	0.2050	0	148,737	30.49
2009/2016 ESL BONDS	386-313-4008	148,737	0.1250	0	148,737	18.59
FLAGLER COUNTY SCHOOL BOARD						
GENERAL FUND	386-437-7526	148,737	3.7540	0	148,737	558.36
DISCRETIONARY	386-437-7526	148,737	0.7480	0	148,737	111.26
CAP. OUTLAY	386-437-7526	148,737	1.5000	0	148,737	223.10
CITY OF PALM COAST	386-986-3723	148,737	4.6989	0	148,737	698.90
MOSQUITO CONTROL	386-437-0002	148,737	0.2375	0	148,737	35.33
ST. JOHNS RIVER WATER MGMT	386-329-4500	148,737	0.2287	0	148,737	34.02
FIND	561-627-3386	148,737	0.0320	0	148,737	4.76
TOTAL MILLAGE		19.7838	TOTAL AD VALOREM TAXES		\$2,942.59	

**NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT
TOTAL NON-AD VALOREM TAXES			\$0.00
TOTAL COMBINED TAXES AND ASSESSMENTS			\$2,942.59

If Paid By	Nov 30, 2020				
Please Pay	2,824.89				

**RETAIN FOR YOUR RECORDS**

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments  
2020 Paid Real Estate

Make checks payable to:

**Suzanne Johnston**  
**Flagler County Tax Collector**  
PO Box 846 Bunnell, FL 32110  
386-313-4160

**Pay online at [www.Flaglertax.com](http://www.Flaglertax.com)**

Payments in U.S. funds from a U.S. bank

ACCOUNT NUMBER	ALT KEY
0711317030007900160	35750
PROPERTY ADDRESS	
9 RAMSHORN PL PALM COAST, FL 32164	

NARVAEZ ENRIQUE RODRIGUEZ &  
MYRNA I RIVERA ORTIZ H&W  
PO BOX 912  
GUAYAMA, PR 00785

PAY ONLY ONE AMOUNT	
If Paid By Nov 30, 2020	<input type="checkbox"/> 2,824.89
If Paid By	<input type="checkbox"/>
If Paid By	<input type="checkbox"/>
If Paid By	<input type="checkbox"/>
If Paid By	<input type="checkbox"/>

RETURN WITH PAYMENT

DO NOT FOLD, STAPLE, OR MUTILATE

